

Chapter 13 Plan (Individual Adjustment of Debts)

- ☐ _____ Original Plan
- ☒ 1st _____ Amended Plan (Indicate 1st, 2nd, etc. Amended, if applicable)
- ☐ _____ Modified Plan (Indicate 1st, 2nd, etc. Modified, if applicable)

Debtor: Michael S. Thompson SSN: xxx-xx-8230 Case Number: 25-10380-cjfJoint Debtor: Heather N. Thompson SSN: xxx-xx-3432**I. Notices**

- To Debtors: Plans that do not comply with local rules and judicial rulings may not be confirmable. All plans, amended plans, and modified plans shall be served upon all creditors and a certificate of service filed with the Clerk.
- To Creditors: Your rights may be affected by this plan. You must file a timely proof of claim in order to be paid. Your claim may be reduced, modified, or eliminated. If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation within 28 days after the completion of the Section 341 meeting of creditors. Additional objection deadlines may apply as set forth in Section IIIC below. The court may confirm this plan without further notice if no objection to confirmation is filed.
- To All Parties: This form plan may not be altered other than in the nonstandard provisions in Section VII. The plan contains no nonstandard provisions other than those set out in Section VII.
- Debtor(s) must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Not included," if both boxes are checked, or if no boxes are checked, the provision will be ineffective even if otherwise provided for in the plan.

The deadline to object to the amended or modified plan is June 16, 2025

The valuation of a secured claim, set out in Section III, which may result in a partial payment or no payment at all to the secured creditor	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section III	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
Nonstandard provisions, set out in Section VII	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included

Unless otherwise provided in this plan, the trustee shall disburse payments in the following order after trustee fees: equal monthly payments to secured creditors, administrative expenses including attorney fees, secured claims paid pro rata, priority claims, general unsecured claims.

II. Plan Payments, Length of Plan, and Debtor(s)' Attorney's Fee

- A. **Monthly Plan Payment:** This plan pays for the benefit of the creditors the amounts listed below, including trustee's fees beginning 30 days from the filing/conversion date. Debtor(s) will make payments by employer wage order unless otherwise requested. The payments must be made for the Applicable Commitment Period, either 36 or 60 months, or for a shorter period that is sufficient to pay allowed nonpriority unsecured claims in full.

1. \$500.00 for 1 months;
2. \$2,320.00 for 1 months;
3. \$3,650.00 for 58 months;
4. \$0.00 for _____ months;
5. \$0.00 for _____ months;
6. \$0.00 for _____ months;
7. \$0.00 for _____ months;
8. \$0.00 for _____ months;
9. \$0.00 for _____ months;
10. \$0.00 for _____ months;
11. \$0.00 for _____ months;
12. \$0.00 for _____ months;

The total amount of estimated payments to the trustee:

\$214,520.00

B. Debtor(s)' Attorney's Fee: ☐ None ☐ Pro Bono

Unless otherwise ordered, allowed administrative expenses for attorney's fees will be paid by the trustee.

Total Fees:	\$5000.00	Total Paid:	\$1000.00	Balance Due:	\$4000.00
Payable	_____ /month (Months _____ to _____)				

III. Treatment of Secured Claims

If a secured claim is not provided for in Section III, then the trustee will not disburse any funds to the holder of the claim.

If a claim listed in the plan as secured is filed or otherwise allowed as fully unsecured, the trustee will pay the claim as an unsecured claim as provided in Section V, and the claim will not be paid as a secured claim under Section III.

If a secured creditor obtains relief from the automatic stay as to collateral listed in Section III, the trustee will cease further payments to that creditor and, as of the date of entry of the order granting stay relief, the plan will be deemed not to provide for that creditor's secured claims beyond payments actually made to the creditor as of that date.

Payment of Notices filed under Rule 3002.1(c): The trustee will pay post-petition notices of fees, expenses, and charges filed pursuant to Bankruptcy Rule 3002.1(c) ("3002.1(c) Notice") pro rata when the trustee pays other secured creditors, unless the debtor timely objects to the 3002.1(c) Notice. A modified plan may be required to maintain feasibility. If the debtor timely objects, the trustee will pay the amount as determined by the court. The trustee will not pay 3002.1(c) Notice amounts if the plan provides for avoidance of the creditor's lien or the surrender of all property securing the creditor's claim.

A. **Payment in Full:** With the exception of tax claims of governmental units, the claims listed below will be paid in full, with the interest rate stated below. If the plan does not state an interest rate, the proof of claim controls the rate of interest. If no interest rate is listed in the plan or the proof of claim, the plan pays the claim without interest. For tax claims of governmental units, the debtor must state the rate required by 11 U.S.C. § 511 to permit the parties to calculate feasibility.

The allowed claim amount stated on a proof of claim controls over any contrary claim amount listed in this section, whether the allowed claim amount is higher or lower (applies to Section IIIA only).

The holder of any allowed secured claim listed in this section will retain its lien as provided in 11 U.S.C. § 1325(a)(5)(B)(i).

1. Creditor: <u>Westby Co-op Credit Union</u>	
Address: <u>501 N. Main Street</u> <u>Westby, WI 54667-0000</u>	Arrearage on Petition Date: <u>\$122,982.64</u>
	Payoff on Petition Date: <u>\$122,982.64</u>
	Regular Payment (Maintain) <u>\$2,612.00</u> /month
Account Number: <u>5057</u>	
Interest Rate: <u>8.5</u>	
Disburse adequate protection pre-confirmation \$ <u></u>	
Other: <u>Equal Monthly Payments over remaining 58 months</u>	
<input checked="" type="checkbox"/> Real Property	
<input checked="" type="checkbox"/> Principal Residence	Check one below for Real Property:
<input type="checkbox"/> Other Real Property	<input checked="" type="checkbox"/> Escrow is included in the regular payments
	<input type="checkbox"/> The debtor(s) will pay <input type="checkbox"/> taxes <input type="checkbox"/> insurance directly
Address of Collateral: <u>628 Lakeview Avenue</u> <u>Merrimac, WI 53561</u>	
<input type="checkbox"/> Personal Property/Vehicle	
Description of Collateral: <u></u>	
2. Creditor: <u>Kia Finance America</u>	

Address: <u>P.O. Box 20809</u> <u>Fountain Valley, CA</u> <u>92728-0809</u>	Arrearage on Petition Date: <u>\$0.00</u> Payoff on Petition Date: <u>\$18,819.72</u> Regular Payment (Maintain) <u>\$378.00</u> /month
Account Number: <u>1706</u>	
Interest Rate: <u>7.5</u>	
Disburse adequate protection pre-confirmation \$ <u>378</u>	
Other: _____	
<input type="checkbox"/> Real Property <div style="float: right; text-align: right;"> Check one below for Real Property: <input type="checkbox"/> Escrow is included in the regular payments <input type="checkbox"/> The debtor(s) will pay <input type="checkbox"/> taxes <input type="checkbox"/> insurance directly </div> <div style="clear: both;"></div> <input type="checkbox"/> Principal Residence <input type="checkbox"/> Other Real Property	
Address of Collateral: _____	
<input checked="" type="checkbox"/> Personal Property/Vehicle Description of Collateral: <u>2022 Kia Niro PHEV</u>	

3. Creditor: <u>Wells Fargo Auto</u>	
Address: <u>PO Box 17900</u> <u>Denver, CO 80217</u>	Arrearage on Petition Date: <u>\$0.00</u> Payoff on Petition Date: <u>\$13,093.36</u> Regular Payment (Maintain) <u>\$263.00</u> /month
Account Number: <u>8387</u>	
Interest Rate: <u>7.5</u>	
Disburse adequate protection pre-confirmation \$ <u>263</u>	
Other: _____	
<input type="checkbox"/> Real Property <div style="float: right; text-align: right;"> Check one below for Real Property: <input type="checkbox"/> Escrow is included in the regular payments <input type="checkbox"/> The debtor(s) will pay <input type="checkbox"/> taxes <input type="checkbox"/> insurance directly </div> <div style="clear: both;"></div> <input type="checkbox"/> Principal Residence <input type="checkbox"/> Other Real Property	
Address of Collateral: _____	
<input checked="" type="checkbox"/> Personal Property/Vehicle Description of Collateral: <u>2020 Ford Ranger</u>	

B. Maintenance of Payments and Cure of Default: The debtor(s) will maintain payments during the case on the allowed secured claims listed below pursuant to 11 U.S.C. § 1322(b)(5).

The trustee will pay the arrearage listed on any allowed proof of claim filed before the deadline under Bankruptcy Rule 3002(c) or 3004. If the interest rate is left blank, the trustee will not pay interest on the arrearage. The installment payments will be paid as indicated below.

Any arrearage and the current monthly installment listed on a proof of claim (or a notice filed pursuant to Bankruptcy Rule 3002.1) control over any contrary amounts stated below.

1. Creditor: <u>Wells Fargo, N.A.</u>	
Address: <u>PO Box 1629</u> <u>Minneapolis, MN 55440-9790</u>	Arrearage on Petition Date: <u>\$1,867.21</u> Payoff on Petition Date: <u>\$141,952.00</u>

Account Number: <u>9948</u> Interest Rate: _____ Disburse adequate protection pre-confirmation \$ _____ Other: <u>Debtors to regular mortgage payment directly; Arrears cured pro-rata</u>	Arrears Payment (Cure) _____ /month <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Real Property <input checked="" type="checkbox"/> Principal Residence <input type="checkbox"/> Other Real Property </div> <div> Check one below for Real Property: <input checked="" type="checkbox"/> Escrow is included in the regular payments <input type="checkbox"/> The debtor(s) will pay <input type="checkbox"/> taxes <input type="checkbox"/> insurance directly </div> </div> Address of Collateral: 628 Lakeview Avenue Merrimac, WI 53561 <input type="checkbox"/> Personal Property/Vehicle Description of Collateral: _____
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C. Valuation of Collateral: ☒ NONED. LIEN AVOIDANCE ☒ NONE

E. SURRENDER OF COLLATERAL: Secured claims filed by any creditor granted stay relief in this section shall not receive a distribution from the Chapter 13 Trustee.

☒ NONE**IV. Treatment of Fees and Priority Claims (as defined in 11 U.S.C. §507 and 11 U.S.C. § 1322(a)(4))**

Trustee's fees are governed by statute, may change during the course of the case, and should not be specified herein.

All allowed priority claims will be paid in full without post-petition interest unless the plan otherwise provides.

The priority debt amount listed on a filed proof of claim controls over any contrary amount listed in this section, unless the court determines that a different amount of the allowed claim is entitled to priority.

A. PRIORITY TAX CLAIMS: ☒ NONEB. DOMESTIC SUPPORT OBLIGATION(S): ☒ NONEC. OTHER: ☒ NONE**V. Treatment of Unsecured Nonpriority Creditors**

A. Allowed nonpriority unsecured claims that are not separately classified will be paid pro rata from any remaining funds after paying other disbursements made in accordance with the plan until either the applicable commitment period is reached or nonpriority unsecured claims are paid in full, whichever comes first.

Pro rata dividends will be calculated by the Trustee upon review of filed claims after the bar date.

B. ☐ If checked, the Debtor(s) will amend/modify to pay 100% to all allowed unsecured nonpriority claims.C. SEPARATELY CLASSIFIED: ☒ NONE

*Debtor(s) certifies the separate classification(s) of the claim(s) listed above will not prejudice other unsecured nonpriority creditors pursuant to 11 U.S.C. § 1322.

VI. EXECUTORY CONTRACTS AND UNEXPIRED LEASES: Secured claims filed by any creditor/lessor granted stay relief in this section shall not receive a distribution from the Chapter 13 Trustee.☒ NONE

VII. Non-Standard Plan Provisions

☐ NONE

PROPERTY OF THE ESTATE WILL VEST IN THE DEBTOR(S) UPON PLAN CONFIRMATION.

I declare that the foregoing Chapter 13 plan is true and correct under penalty of perjury.

Debtor

Date

Joint Debtor

Date

/s/ Noe J. Rincon

May 19, 2025

Attorney with permission to sign on
Debtor(s)' behalf

Date

By filing this document, the Attorney for Debtor(s) [or Debtor(s) if not represented by counsel] certifies that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in Local Form Chapter 13 Plan and the plan contains no nonstandard provisions other than those set out in paragraph VII.

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

In re: Michael S. Thompson
Heather N. Thompson

Chapter 13
Case No.:25-10380-cjf

REQUEST TO AMEND UNCONFIRMED CHAPTER 13 PLAN

1. This request to amend an unconfirmed Chapter 13 Plan supersedes all prior requests to amend the Plan and includes all proposed amendments. Terms not fully stated here or in the original Plan are not part of the Plan.
2. Service: A certificate of service must be filed with this request for plan amendment, together with the amended Western Wisconsin Local Form 3015-1.1.
3. Designate one of the following:

☒ A copy of this proposed amendment has been served on the parties (the debtor, the trustee, the United States Trustee and all creditors) as required by Fed. R. Bank. P. 3015(g); or

☐ A motion requesting limited service is being filed simultaneously with the Court.
4. I request the following amendment of the Chapter 13 Plan filed with the Court:
See Attached.

All remaining terms of the original Chapter 13 plan are unaffected. In the event of a conflict between the terms of the original Plan and the terms of this amendment, the terms of this amendment will control.

WHEREFORE, each Debtor requests the Court approve this proposed amendment to the original Chapter 13 Plan.

AMENDMENTS TO CHAPTER 13 PLAN

II. Plan Payments, Length of Plan and Debtor(s)' Attorney's Fee

A. Monthly Plan Payment:

1. \$500.00 for 1 months;
2. \$2,320.00 for 1 months;
3. \$3,650.00 for 58 months;

The total amount of estimated payments to the trustee: \$214,520.00

III. Treatment of Secured Claims

A. Payment in Full:

Creditor No. 1: Wesby Co-op Credit Union

Arrearage on Petition Date: \$122,982.64

Payoff on Petition Date: \$122,982.64

Regular Payment: \$2,612.00/month (equal monthly payments figured over remaining 58 months of Plan)

Creditor No. 2: Kia Finance America

Arrearage on Petition Date: \$0.00

Payoff on Petition Date: \$18,819.72

Regular Payment: \$378.00/month

Disburse adequate protection pre-confirmation: \$378.00

Creditor No. 2: Wells Fargo Auto

Arrearage on Petition Date: \$0.00

Payoff on Petition Date: \$13,093.36

Regular Payment: \$263.00/month

Disburse adequate protection pre-confirmation: \$263.00

B. Maintenance of Payments and Cure of Default:

Creditor No. 1: Wells Fargo Bank, N.A.

Address: PO Box 1629, Minneapolis, MN 55440-9790

Arrearage on Petition Date: \$1,867.21

Payoff on Petition Date: \$141,952.00

Regular Payment: \$ /month (payments on arrears to be made pro-rata; regular mortgage payment of \$2,050.69 to be made by debtors directly)

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

In Re:

Michael S. Thompson
Heather N. Thompson,

Case No. 25-10380-cjf

Debtors.

**NOTICE OF DEBTORS' REQUEST TO AMEND UNCONFIRMED
CHAPTER 13 PLAN**

PLEASE TAKE NOTICE that the above-named Debtors, Michael and Heather Thompson, by their attorneys, Krekeler Law, S.C., have filed papers with the Court requesting to amend their unconfirmed Chapter 13 Plan, a copy of which is attached hereto and incorporated herein.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to eliminate or change your claim, then on or before **twenty-eight days (28 Days)** from the date of this Notice you or your attorney must:

File with the court a written objection and request for hearing, explaining your objection to Debtors' Request to Amend Unconfirmed Chapter 13 Plan at:

United States Bankruptcy Court
120 North Henry Street
Madison, WI 53703

If you mail your objection to the court for filing, you must mail it early enough so the court will **receive** it on or before the date stated above. You must also mail a copy to:

Attorney Noe J. Rincon
Krekeler Law S.C.
26 Schroeder Ct., Ste. 300
Madison, WI 53711

U.S. Trustee
780 Regent Street, Suite 304A
Madison, WI 53715

If you or your attorney does not take these steps, the court may decide that you do not oppose the Debtors' Request to Amend Unconfirmed Chapter 13 Plan and, therefore, may enter an order granting said Amended Chapter 13 Plan.

Dated this 19th day of May, 2025.

KREKELER LAW, S.C.

By: 

Noe J. Rincon

State Bar No. 1124893

Attorneys for Debtors,

Michael and Heather Thompson

ADDRESS:

26 Schroeder Ct., Ste. 300

Madison, WI 53711

(608) 258-8555

nrincon@ks-lawfirm.com

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

In Re:

Michael S. Thompson
Heather N. Thompson,

Case No. 25-10380-cjf

Debtors.

CERTIFICATE OF SERVICE

The undersigned, declares under penalty of perjury, that on May 19, 2025, the Debtors' Request to Amend Unconfirmed Chapter 13 Plan, Amended Chapter 13 Plan and Notice of Request to Amend Unconfirmed Chapter 13 Plan were electronically filed with the Clerk of Court and served upon the United States Trustee, the Debtors' attorney, and any other person designated by the Court using the ECF system.

The undersigned, declares under penalty of perjury, that on May 19, 2025, the undersigned mailed, properly enclosed in a postpaid envelope, a copy of the Debtors' Request to Amend Unconfirmed Chapter 13 Plan, Amended Chapter 13 Plan and Notice of Request to Amend Unconfirmed Chapter 13 Plan to all on the attached list and to:

Michael and Heather Thompson
628 Lakeview Avenue
Merrimac, WI 53561

/s/Cheryl Watson
Cheryl Watson

Label Matrix for local noticing
0758-3
Case 3-25-10380-cjf
Western District of Wisconsin www.wiwb.uscour
Madison
Mon May 19 19:12:10 CDT 2025

Chase - Instacart
P.O. Box 6294
Carol Stream, IL 60197-6294

Discover Bank
PO Box 3025
New Albany, OH 43054-3025

Hyundai Capital America DBA Kia Finance Amer
P.O. Box 20825
Fountain Valley, CA 92728-0825

(p)BATES LEGAL GROUP LLLC
ATTN JUSTIN J BATES ESQ
PO BOX 1473
WAUSAU WI 54402-1473

LVNV Funding, LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

(p)PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

Securities and Exchange Commission
175 West Jackson Boulevard
Suite 900
Chicago, IL 60604-2908

Heather N Thompson
628 Lakeview Ave
Merrimac, WI 53561-9663

United States Treasury
Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Justin J. Bates
8055 Meadow Rock Drive
Ste 2
Weston, WI 54476-5234

Credit One Bank
P.O. Box 98873
Las Vegas, NV 89193-8873

(p)MARK HARRING
ATTN STANDING TRUSTEE
122 WEST WASHINGTON AVENUE SUITE 500
MADISON WI 53703-2758

IRS - Centralized Insolvency Operations
P.O. Box 7346
Philadelphia, PA 19101-7346

Kia Finance America
PO Box 20809
Fountain Valley, CA 92728-0809

Josephine J. Miceli
Johnson, Blumberg & Associates, LLC
30 North LaSalle St.
Ste 3650
Chicago, IL 60602-2523

Noe Joseph Rincon
Krekeler Law S.C.
26 Schroeder Court, Suite 300
Madison, WI 53711-2503

Synchrony Bank
by AIS InfoSource LP as agent
4515 N Santa Fe Ave
Oklahoma City, OK 73118-7901

Michael S Thompson
628 Lakeview Ave
Merrimac, WI 53561-9663

Well Fargo Home Mortgage
P.O. Box 10335
Des Moines, IA 50306-0335

Capital One - Cabela's
PO Box 4069
Carol Stream, IL 60197-4069

Discover
P.O. Box 6103
Carol Stream, IL 60197-6103

Home Depot Credit Services
PO Box 790328
Saint Louis, MO 63179-0328

JPMorgan Chase Bank, N.A.
s/b/m/t Chase Bank USA, N.A.
Robertson, Anschutz, Schneid,
Crane & Partners, PLLC
6409 Congress Avenue, Suite 100
Boca Raton, FL 33487-2853

Kohls
PO Box 3043
Milwaukee, WI 53201-3043

Office of the United States Trustee
780 Regent Street
Suite 304
Madison, WI 53715-1233

Secretary of Treasury
Treasury Department
1500 Pennsylvania Avenue N.W.
Washington, DC 20220-0001

Synchrony Bank - Amazon
PO Box 71783
Philadelphia, PA 19176-1783

U.S. Trustee's Office
780 Regent Street, Suite 304
Madison, WI 53715-1233

Wells Fargo - VISA
PO Box 10347
Des Moines, IA 50306-0347

Wells Fargo Auto PO Box 17900 Denver, CO 80217-0900	Wells Fargo Bank N.A., d/b/a Wells Fargo Aut PO Box 169005 IRVING TEXAS 75016-9005	Wells Fargo Bank, N.A. MAC N9286-01Y Default Document Processing P.O. Box 1629 Minneapolis, MN 55440-1629
Wells Fargo Bank, N.A. Wells Fargo Card Services PO Box 10438, MAC F8235-02F Des Moines, IA 50306-0438	Westby Co-Op Credit Union 501 N. Main Street Westby, WI 54667-1129	Wisconsin Department of Revenue Special Procedures Unit P.O. Box 8901 Madison, WI 53708-8901
Wisconsin Department of Revenue Compliance Bureau PO Box 8901 Madison, WI 53708-8901	Wisconsin Dept. of Workforce Development Division of Unemployment Insurance P.O. Box 8914 Madison, WI 53708-8914	

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Mark Harring 122 West Washington Ave. Suite 500 Madison, WI 53703-2578	Justin J. Bates, Esq. P.O. Box 1473 Wausau, WI 54402	Portfolio Recovery Associates, LLC POB 41067 Norfolk VA 23541
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The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Wells Fargo Bank, N.A.	(u)Westby Co-Op Credit Union	End of Label Matrix	
		Mailable recipients	37
		Bypassed recipients	2
		Total	39